

EXHIBIT B

SMITHERS

VS.

FRONTIER AIRLINES INC

Deposition

SHAWN P. CHRISTENSEN

04/17/2019

AB Court Reporting & Video

216 16th Street, Suite 600

Denver Colorado, 80202

303-296-0017

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

Civ. Action No. 1:18cv676 (TSE/IDD)

30(b)(6) DEPOSITION OF FRONTIER AIRLINES, INC., as
given by SHAWN P. CHRISTENSEN
April 17, 2019

ANNE SMITHERS, et al.,

Plaintiffs,

vs.

FRONTIER AIRLINES INC.,

Defendant.

1 APPEARANCES:

2 STONE & WOODROW LLP

By Thatcher Stone, Esq.

3 William T. Woodrow, III, Esq. (via
videoconference)

4 Suite 201, Louis & Clark Plaza

250 West Main Street

5 Charlottesville, Virginia 22902

Appearing on behalf of Plaintiffs.

6 CHARLSON BREDEHOFT COHEN & BROWN, P.C.

7 By Elaine Charlson Bredehoft, Esq.

11260 Roger Bacon Drive, Suite 201

8 Reston, Virginia 20190

Appearing telephonically on behalf of
9 Defendant.

10 CONDON & FORSYTH LLP

By Bartholomew J. Banino, Esq.

11 7 Times Square

New York, New York 10036

12 Appearing on behalf of Defendant.

13 Also present: Anne Smithers, via
14 videoconference

1 MR. BANINO: Right. But you
2 mischaracterized his testimony. But if you
3 understand the question, you can answer.

4 A On the ground the interpretation is that
5 passengers -- with the -- with the discretion of the
6 pilots, either the captain or first officer if the
7 captain is getting paperwork and the first officer
8 is up there, that we can invite passengers up.

9 That is not the same once that main cabin
10 door is closed and/or the cockpit door is closed,
11 because now there is a security concern associated
12 with that. And so I just wanted to clarify that.

13 Q (By Mr. Stone) Okay. So if the main
14 cabin door is closed or if the cockpit flight deck
15 door is closed, nobody except flight and cabin crew
16 in the cockpit.

17 A At that point we're considered to be
18 pushed back and proceeding with --

19 Q Okay.

20 A -- in-flight, which for us then becomes a
21 security concern, which is a different set of
22 procedures.

23 Q Yeah. So let's look at No. 2 in the
24 notice.

25 A Okay.

1 Q Do you know the name of the company that
2 was in place on --

3 MR. BANINO: Thatcher --

4 MR. STONE: Please let me finish, Bart.

5 MR. BANINO: I thought you were done.
6 Sorry.

7 Q (By Mr. Stone) Do you know who was in
8 place as your ground handling partner, to use your
9 language, on December 25, 2017?

10 MR. BANINO: I'm --

11 MS. BREDEHOFT: I'm going object that this
12 is --

13 (Interruption by the court reporter.)

14 MS. BREDEHOFT: I'm objecting to No. --
15 please let me talk.

16 We have objected to the Topic Area No. 2.
17 The Topic Area No. 2 is only asking for the
18 contractual arrangement between Frontier and the
19 ground handling company operating as Menzies,
20 specifically the relevant agreement in force at
21 Denver International Airport until 12/25/17.

22 We have provided in discovery, with ample
23 time, the standard ground handling agreement and the
24 simplified procedure for that -- that actually
25 governs the arrangement between Frontier and

1 Menzies. That's the topic area here.

2 There is nothing outside of that that
3 would be appropriate for a corporate designee,
4 because any question, then, outside of that would be
5 asking for legal interpretation, which would
6 effectively mean that a corporate designee has to be
7 a lawyer and you ask him for interpretation or which
8 provisions cover what, which is all legal questions.
9 And, therefore, we have objected to No. 2 and -- and
10 said that we have produced the actual document, and
11 we're standing on that objection.

12 If you want to ask him questions in his
13 personal capacity about what he may or may not know,
14 which is like the question you just asked, you know,
15 you're certainly free to do that, but it's not on
16 behalf of Frontier and it's not what Topic 2 is
17 covering.

18 MR. STONE: Well, I disagree, and you can
19 make that argument with the magistrate when you
20 complain and introduce your motion and objections
21 after this deposition is done.

22 Q (By Mr. Stone) But I'm looking right at
23 Item No. 2. And Mr. Christensen, do you know the
24 name of the company that is on the ground handling
25 agreement with Frontier for Denver applicable at

1 that time?

2 A I don't. I assume just that it's Menzies,
3 based on No. 2.

4 Q Okay. And if I show you that agreement
5 later today, will you look at it and tell me if you
6 think it's correct or incorrect?

7 A I will look at it, but I won't give an
8 interpretation. That's outside of my -- my
9 expertise, area of expertise.

10 Q I wasn't asking you for an interpretation.
11 Would you tell me -- when you see it will you be
12 able to tell me if it's the ground handling
13 agreement in force between Frontier and its handling
14 agents at DIA?

15 A I would not be comfortable --

16 MS. BREDEHOFT: Thatcher --

17 MR. STONE: Elaine, make your --

18 (Interruption by the court reporter.)

19 THE COURT REPORTER: I have to take a
20 break.

21 I'm not on the record.

22 (A recess was taken from 10:19 a.m. to
23 10:23 a.m.)

24 MR. STONE: Can you read back the last
25 question to the witness, please.

1 (Last question read.)

2 MR. BANINO: And then he answered. I
3 thought he answered.

4 THE COURT REPORTER: He said, "I wouldn't
5 be comfortable," and that's when there was an
6 interruption.

7 MR. BANINO: Go ahead.

8 MS. BREDEHOFT: So my objection to that
9 was, first of all, that's not the Topic 2; and
10 second of all, we represented specifically in the
11 pleading that it is the handling agreement with
12 Menzies that was in effect, so there's no reason to
13 be asking this witness, and that would be a legal
14 interpretation, and we have already admitted that
15 through our pleadings.

16 THE COURT REPORTER: Now I'm having a
17 technical problem. I've got to reboot. Sorry.

18 MR. STONE: Go ahead and fix it.

19 (A recess was taken from 10:24 a.m. to
20 10:27 a.m.)

21 MR. BANINO: Elaine is going to put
22 something on the record.

23 MS. BREDEHOFT: What was not on the record
24 there?

25 Okay. So -- so Will just made the

1 Q (By Mr. Stone) Look at Page 113, please.
2 Mr. Christensen, are there any signatures there?

3 A There are no signatures on this document.

4 Q Do you know if this IATA airport handling
5 manual dated January 2013 was ever signed or became
6 a contract?

7 MR. BANINO: Thatcher, which -- which --

8 MR. STONE: Please don't interrupt the
9 question.

10 MR. BANINO: No, no, no. I'm -- I thought
11 you were done.

12 MR. STONE: He has to answer.

13 MR. BANINO: No, no, no, because I'm
14 objecting because I don't know which topic this
15 covers in the 30(b)(6) notice.

16 MR. STONE: Oh, this covers -- where is my
17 notice?

18 I don't know that we have to debate this
19 now, really. I don't have my notice. Somebody must
20 have pinched it. Oh, no. Here it is. No. 2.

21 Q (By Mr. Stone) Mr. Christensen, do you
22 know --

23 MR. BANINO: But we've already -- we've
24 already provided you this document.

25 MR. STONE: I'm entitled to ask questions

1 about it, Bart. Don't interrupt me, please.

2 MR. BANINO: I'll interrupt just to object
3 that it's -- we've already objected to this and we
4 already covered all this this morning.

5 MR. STONE: I'm sorry, we haven't covered
6 this this morning, we didn't have this document this
7 morning, so you'll just have to be patient and let
8 me ask the questions.

9 MR. BANINO: It's the same document we
10 already discussed this morning.

11 MR. STONE: No, it's not the same
12 document.

13 Q (By Mr. Stone) So Mr. Christensen --

14 MR. BANINO: Wait, wait. But, Thatcher,
15 it either is or it isn't.

16 MR. STONE: We'll get there, Bart. Just
17 relax.

18 MR. BANINO: Well, no. But if you're
19 saying that it's --

20 MR. STONE: Bart, just relax, please.
21 This is my deposition. Let me ask the questions.

22 MR. BANINO: Okay.

23 MR. STONE: If you have a bona fide
24 objection, you may.

25 MR. BANINO: I do have a bona fide

1 objection.

2 MR. STONE: Well, then -- well, this is
3 No. 2. What's the handling agreement in place
4 between Frontier and its contract parties?

5 Q (By Mr. Stone) So is there any signature
6 to this agreement?

7 MR. BANINO: Just for clarification, this
8 is not an agreement. This is --

9 MR. STONE: Please don't interrupt my
10 question.

11 MR. BANINO: This is to --

12 MR. STONE: Let the witness answer.

13 Q (By Mr. Stone) Is there a signature to
14 this agreement?

15 MR. BANINO: This is not a complete
16 agreement.

17 MR. STONE: It's part of a production that
18 is a complete agreement.

19 MR. BANINO: No, but this is just two
20 pages.

21 MR. STONE: That's right.

22 Q (By Mr. Stone) Is there a signature on
23 these pages, Mr. Christensen, for either party?

24 A On the document produced, no.

25 MS. BREDEHOFT: This is the -- this is an

1 inappropriate area to be asking the corporate
2 designee.

3 MR. STONE: It's No. 2 on the list. It's
4 No. 2 on the list. Make your objection with the
5 judge. I'm not going to argue this with you.

6 MS. BREDEHOFT: We objected to that --

7 MR. STONE: I'm not going to argue this
8 with you now, Elaine. The objection has been noted.
9 Make it to the judge.

10 Here's the next exhibit.

11 MS. BREDEHOFT: So we have objected to
12 this and said it's not a proper subject for this
13 witness to testify and --

14 MR. STONE: It's No. 2.

15 MS. BREDEHOFT: -- produce the entire --
16 excuse me.

17 We have produced the entire agreement, and
18 so it is also objectionable that you would put in
19 front of this witness some piecemeal and ask
20 questions such as is there a signature to it.

21 MR. STONE: Well, that's the question I
22 asked.

23 MS. BREDEHOFT: -- to be prepared --
24 prepared --

25 MR. STONE: That's the question I asked.

1 MS. BREDEHOFT: -- corporate designee --

2 MR. STONE: That's the question I asked --

3 (Interruption by the court reporter.)

4 MR. STONE: And you can make your
5 objection to the judge.

6 You produced the whole document, and it
7 will be clear whether there are signatures on that
8 document or not. There are no signatures. If
9 there's signatures somewhere else, you'll produce it
10 in your objection.

11 MR. BANINO: Okay. Thatcher, you're
12 speaking over people again.

13 MR. STONE: I'm tired of this. Make your
14 objection and stop arguing and let's finish this.

15 MR. BANINO: But you're not --

16 MR. STONE: That's how every -- I don't
17 have to let you state your objection clearly and
18 definitively and argumentatively every time.

19 You -- you don't even have to make your
20 objection. I told you at the beginning of this
21 deposition under the federal rules every objection
22 is reserved, and I will elect with my client and my
23 partner whether to complain about both of you to
24 Judge Ellis for the manner in which you addressed
25 this deposition instead of reserving your objections

1 until it was all complete and making them in a
2 motion.

3 And you know, Bart, that's how it's
4 supposed to be done.

5 (Exhibit 6 marked for identification.)

6 (Discussion off the record.)

7 MR. BANINO: Thatcher, I just ask that you
8 be professional.

9 MR. STONE: I want you to be professional,
10 too, Bart. You know every objection is preserved,
11 and I told you that at 9:30 this morning. So
12 there's no need for you to argue and delay this
13 deposition and continue in this manner the way you
14 and Elaine have.

15 MR. BANINO: Thatcher, I'm trying to speed
16 up this deposition.

17 MR. STONE: Well, I don't think so.
18 You're making it longer. Just say I have an
19 objection and I'll say noted and preserved, like
20 always.

21 Q (By Mr. Stone) Item 2. This document
22 wasn't signed, was it, Mr. Christensen?

23 A You're referring to --

24 MR. BANINO: Same objection.

25 Q (By Mr. Stone) 112, 113.

1 MR. BANINO: Same objection.

2 A Correct.

3 Q (By Mr. Stone) Okay.

4 A 112, 113, you're referring to the two-page
5 document, Exhibit 5.

6 Q Yeah.

7 A Yeah, as previously stated --

8 Q Okay.

9 A -- that two-page exhibit is not signed.

10 Q Okay. Thanks.

11 Now look at 6.

12 MR. BANINO: The whole document, the
13 whole --

14 Q (By Mr. Stone) Look at 6.

15 MR. BANINO: Right. The whole 30 pages,
16 or do you have someplace specifically?

17 Q (By Mr. Stone) Look at 182. Is that
18 document signed?

19 A Exhibit 6, Page 182, it looks like it has
20 two sections, correct?

21 Q And one is signed by Howard Diamond. Do
22 you know who he is?

23 A He's our general counsel, Frontier
24 Airlines.

25 Q And the other is Terry -- Terence Trainor.

1 Do you know who that is?

2 A I don't know personally. Based on the
3 title, president and CEO of Simplicity Ground
4 Services.

5 Q And who is Simplicity Ground Services?

6 A Simplicity Ground Services was a business
7 partner of Frontier Airlines.

8 Q Was, is or will be? Which is it?

9 A Right now -- I'm trying to think of who it
10 is right now.

11 MR. BANINO: If you don't know --

12 A I don't know.

13 MR. BANINO: -- don't guess.

14 Q (By Mr. Stone) Yeah, if you don't know --

15 MR. BANINO: It's not --

16 A I don't know.

17 Q (By Mr. Stone) So this was dated the 6th
18 day of September 2016. Were they the ground
19 handling agents Christmas 2017?

20 A I don't know. I know that we had two
21 separate ground handling agents at -- I don't know
22 all the stations, which ground handling service --
23 or which business partners serviced which stations
24 at what time.

25 Q Who were the two?

1 A For ...

2 Q Who were the two ground handling agents
3 you just described that you didn't know who was
4 where?

5 A Simplicity and Menzies.

6 Q Okay.

7 A There was a change at -- at some point. I
8 don't know when that change was.

9 Q And what was the change?

10 A Just ground -- the -- our business partner
11 in Denver. We utilized --

12 Q Changed -- I'm sorry.

13 A So we utilized one at one point, we
14 utilized another at another point, and I don't
15 remember when that transfer occurred.

16 Q Do you know who is currently the ground
17 agent?

18 MR. BANINO: Objection. Outside the
19 scope.

20 A Off the top of my head, I don't know. I
21 have an inkling, but it may not be factual.

22 Q (By Mr. Stone) So who left, Menzies or
23 Simplicity?

24 MR. BANINO: Again, the same objection.

25 A I don't know. I have an inkling, but

1 factually in my head I don't know.

2 Q (By Mr. Stone) So you can't answer Point
3 No. 2.

4 MR. BANINO: We objected to Point No. 2.

5 MR. STONE: That's fine. The judge hasn't
6 ruled on it yet.

7 MR. BANINO: That's fine. We've objected
8 to it.

9 MR. STONE: I understand.

10 Q (By Mr. Stone) So you can't answer Point
11 No. 2, right?

12 MR. BANINO: Well, he certainly answered
13 questions related to it even though he wasn't
14 obligated to do so.

15 MR. STONE: Bart, I didn't ask you a
16 question. I'm asking the witness a question. If
17 you have an objection --

18 MR. BANINO: I've stated it.

19 MR. STONE: Okay. Let him answer.

20 Q (By Mr. Stone) You can't answer No. 2,
21 can you?

22 MR. BANINO: No, but that's -- but that's
23 not --

24 MR. STONE: Your objection is noted.

25 MR. BANINO: Okay. But that's not --

1 MR. STONE: Be quiet, Bart. Your
2 objection is noted.

3 MR. BANINO: Right, but your question is
4 not factually correct.

5 MR. STONE: You don't get to instruct the
6 witness not to answer this question.

7 MR. BANINO: I'm not instructing him, I'm
8 telling you --

9 MR. STONE: Yeah, you are.

10 MR. BANINO: -- that your question is not
11 in the proper form because you are stating things
12 that are not true.

13 Q (By Mr. Stone) What was the ground
14 handling company with Menzies on December 25th --

15 MR. BANINO: Asked and answered.

16 Q (By Mr. Stone) -- 2017?

17 MR. BANINO: Asked and answered.

18 MR. STONE: No, it hasn't been answered.

19 MR. BANINO: It was asked and answered.

20 MR. STONE: Stop interrupting, Bart.

21 MR. BANINO: But he already answered the
22 question.

23 MR. STONE: He can't tell us who it is.

24 MR. BANINO: Yeah, he made a guess. He
25 said it was -- I think you said it was one of the

1 two.

2 MR. STONE: No. Stop testifying, Bart.

3 MR. BANINO: Well --

4 MR. STONE: Be quiet. Let the
5 gentleman --

6 MR. BANINO: You keep asking the same
7 questions over and over again.

8 MR. STONE: That's because you keep
9 interrupting and screwing it up.

10 MR. BANINO: I didn't interrupt --

11 MR. STONE: So be quiet.

12 MR. BANINO: -- before --

13 MR. STONE: Your objection to the question
14 is noted. Let the gentleman answer the question.

15 Q (By Mr. Stone) Can you answer Question
16 No. 2 from the notice?

17 MR. BANINO: Same objection.

18 MR. STONE: Yeah, we know, Bart. Be
19 quiet. Let him answer.

20 MR. BANINO: But you keep asking him the
21 question, even though it's not --

22 MR. STONE: Well, because you haven't let
23 him answer.

24 MR. BANINO: But it's not a proper
25 question.

1 MR. STONE: Bart, you haven't let him
2 answer. It is a proper question, and you don't get
3 to decide if it's proper or not, the judge does.

4 MR. BANINO: Okay. If you understand the
5 question, go ahead and answer.

6 A The -- it's going to be either Simplicity
7 or Menzies, based on documentation.

8 To the best of my recollection, I believe
9 it may be Menzies; however, we did have two and I
10 don't remember when that transfer --

11 Q (By Mr. Stone) Okay.

12 A -- transfer occurred.

13 Q Did the transfer take place after
14 September of 2016?

15 MR. BANINO: Asked and answered.

16 A I don't know.

17 Q (By Mr. Stone) You don't remember?

18 A I don't remember.

19 MR. STONE: That question was not asked --

20 MR. BANINO: It was.

21 MR. STONE: -- Bart. Stop interrupting.

22 MR. BANINO: He's asked and answered that
23 question already.

24 MR. STONE: He didn't.

25 MR. BANINO: He said the same thing.

1 MR. STONE: He did not.

2 Q (By Mr. Stone) All right. Take a look at
3 this Exhibit 6, which is the standard ground
4 handling agreement between Frontier and Simplicity.
5 And it says it's valid from August 22, 2016 without
6 an ending date; is that correct, Mr. Christensen?

7 MR. BANINO: I'm just going to object that
8 the document speaks for itself.

9 A The front page only specifies an effective
10 from August 22, 2016, and it is valid from
11 August 22 --

12 Q (By Mr. Stone) Right.

13 A -- 2016, with entered places as not
14 applicable, correct.

15 Q Okay. And it doesn't say when it ends,
16 does it?

17 A There's no indication of that --

18 Q Okay.

19 A -- on this document that I can see.

20 Q I'd like you to look at Page 159. Look at
21 2.1.6.

22 Is that clearly an obligation of the
23 ground handling personnel to Frontier?

24 MR. BANINO: I'm going to object to the
25 question as being outside the scope.

1 MR. STONE: It's not. It's part of No. 2,
2 what is the contractual arrangement.

3 MR. BANINO: But whether -- but whether
4 they have an obligation is a different question.

5 MR. STONE: Well, that goes to the
6 contractual arrangement. You can argue that to the
7 judge.

8 MS. BREDEHOFT: It goes to --

9 MR. STONE: You can argue that to the
10 judge.

11 MS. BREDEHOFT: It's the reason for --
12 excuse me.

13 It goes to exactly the reason we objected
14 to this as not a proper topic for a corporate
15 designee, because anything you're going to ask about
16 that agreement is asking for a legal interpretation
17 or application of something --

18 MR. STONE: I disagree.

19 MS. BREDEHOFT: -- and that's an
20 inappropriate area for the corporate designee and
21 that's why we have indicated that.

22 MR. STONE: Okay. Well, I disagree. And
23 whether or not it has an obligation to notify the
24 carrier of complaints and claims made by the
25 carrier's passengers doesn't strike me as -- and may

1 not strike the judge as a legal conclusion.

2 Q (By Mr. Stone) So --

3 MR. BANINO: Thatcher, but you're
4 asking --

5 Q (By Mr. Stone) -- Mr. Christensen,
6 does --

7 MR. BANINO: You're asking him for a legal
8 conclusion.

9 (Interruption by the court reporter.)

10 Q (By Mr. Stone) Does 2.1.6 of this
11 agreement require the ground handler to notify the
12 carrier of complaints and claims made by the
13 carrier's passengers?

14 A Yes. It states at 2.1.6(a) that --
15 there's no (b) associated -- to notify the carrier
16 of complaints and claims made by the carrier's
17 passengers.

18 Q Okay. Thank you.

19 Could you look at Section 2.2.15. Does
20 that provide that it is the ground handler's
21 responsibility to reconcile passenger numbers with
22 aircraft documents prior to departure?

23 MR. BANINO: Are you asking him what the
24 document says?

25 MR. STONE: I'm asking him to -- read the

1 question back, Vanessa.

2 (Last question read.)

3 A Yes, and that's --

4 MR. BANINO: That's what it says.

5 A -- direct verbiage.

6 Q (By Mr. Stone) Thank you.

7 Do you -- please look at -- could you
8 please look at Section 3.7.2.

9 Does this section require the ground
10 handling company to perform a visual external
11 safety/ground and damage inspection of doors and
12 panels, other inspection items as advised by
13 Frontier, on arrival and prior to departure, and to
14 communicate the results to the flight crew or the
15 carrier's representative? Is that what it says,
16 sir?

17 A That's correct.

18 Q Okay.

19 A It's the verbiage.

20 Q Thank you.

21 A Per verbiage.

22 Q Thank you.

23 Were there any communications sent by the
24 ground staff regarding the airplane Mrs. Smithers
25 was removed from between -- scheduled between Denver

1 and DCA that were communicated as a safety item --
2 as a safety item, which is what this section talks
3 about, to the carrier's representative or the crew?

4 MR. BANINO: I'm just going to object to
5 that being outside the scope.

6 MR. STONE: You can object. It's not.
7 It's part of No. 2.

8 MR. BANINO: But --

9 THE DEPONENT: I'm sorry.

10 MR. BANINO: Go ahead.

11 MR. STONE: Could you read the question
12 back, Vanessa, please?

13 (Last question read.)

14 MR. BANINO: Same objection.

15 A From the ground personnel, no.

16 Q (By Mr. Stone) Thank you. Okay.

17 A That's the -- and to be specific on that,
18 you're referring to this section, which is a visual
19 external safety/ground damage --

20 Q Correct. Yeah.

21 A Yeah. So not referencing what we had
22 talked about earlier.

23 Q I don't know what you mean, but I just
24 asked you the question, I have your answer.

25 Could you look, please, at 7.1.3(b). It's

1 on Defendant's Production 167.

2 This provides as a security item that the
3 ground handling team provide screening of
4 passengers, of cabin and unchecked baggage, and
5 physical exam of passengers and cabin/unchecked
6 baggage; is that correct?

7 A Correct.

8 Q Okay. And was there any offloading as a
9 result of this screening relating to Mrs. Smithers?

10 MR. BANINO: Same objection.

11 You can answer if you know, but same
12 objection.

13 A Can you ask the question one more time?

14 Q (By Mr. Stone) Sure. I'm trying to find
15 the right page here to help you out, sir.

16 MR. BANINO: Maybe if you could just read
17 back the question, that would be faster.

18 Q (By Mr. Stone) Was there any screening of
19 the passengers on this aircraft that Ms. Smithers
20 was scheduled to fly that as a result of that
21 screening removed Ms. Smithers?

22 A Was there a screening -- there was no
23 additional screening.

24 Q Okay. Thank you.

25 There was one last thing I wanted. Okay.